

## INTERLOCAL COOPERATION CONTRACT Mobile EIC Operations

### I. Parties

This contract ("Contract") is made and entered by and between Dimmit County, Texas ("County") and the Texas Department of Public Safety ("TXDPS"), referred to herein as the "Parties," pursuant to the authority granted in Chapter 521 of the Texas Transportation Code and the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

### II. Purpose

The purpose of this Contract is to authorize the County to perform the initial processing of applications for TXDPS election identification certificates (EICs) at one or more sites selected by the County using mobile election identification equipment (mobile EIC centers) provided by TXDPS.

### III. Responsibilities of Parties

#### A. The County

The County may perform the initial processing of EICs using the mobile EIC centers provided by TXDPS at one or more sites selected by the County and during hours of operation determined by the County. In providing these services, the County shall comply with the then current written instructions and training provided by TXDPS.

The County shall reimburse TXDPS for the reasonable replacement costs of any mobile EIC centers that TXDPS and the County determine were damaged, lost or stolen while in the custody of the County, normal wear and tear excepted.

#### B. TXDPS

TXDPS shall acquire and provide the County with mobile EIC centers to perform initial processing of EICs.

TXDPS shall provide the County with initial written instructions and training, and updates thereafter as TXDPS determines are necessary, under which the County shall provide these services.

TXDPS will not reimburse the County for any of its expenses in providing these services or otherwise incurred under this Contract.

### IV. Terms and Conditions

1. Term: This Contract will become effective on the date it is signed by the last of the two Parties to this Contract and will continue until it is terminated on mutual agreement or as provided in IV.2 of this Contract.
2. Termination: Either Party may voluntarily cancel this Contract for any reason upon thirty (30) calendar days written notice to the other Party. Within forty-five (45) calendar days of the date of termination, the County shall return all mobile EIC centers to TXDPS.



Driver License Division  
PO Box 4087  
Austin, TX 78773-0300  
Telephone: 512-424-5657  
Email: eic@dps.texas.gov

If to COUNTY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Parties may change its address or designated individual

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it shall become effective.

12. Signatory Authorization: The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.
  13. Certifications: The Parties certify that: each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; this Contract is authorized by the governing body of the Parties; and each has the authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.

COUNTY: Dimmit

Yours

10-14-2013

---

**Signature**

Date

Francisco G. Ponce - County Judge  
Printed Name & Title

TEXAS DEPARTMENT OF PUBLIC SAFETY

---

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Joe Peters, Assistant Director  
Printed Name & Title